LIBRARY
SUPREME COURT, U. S.

IN THE

Supreme Court of the United States

OCTOBER TERM, 1970

No. 628

EDWARD J. KAZUBOWSKI,

Petitioner,

vs.

BETTY DOLAR KAZUBOWSKI,

Respondent.

ADDENDUM TO APPENDIX TO THE PETITION FOR A WRIT OF CERTIORARI TO THE SUPREME COURT OF ILLINOIS

EDWARD J. KAZUBOWSKI, *Pro Se*
133 E. Division Street
Kewanee, Illinois 61443

MIDWEST LAW PRINTING CO., CHICAGO 60601, FINANCIAL 6-3988

INDEX

Appendix:

	PAGE
J. Order Denying Petition For Rehearing, June 25, 1970	47a
K. Contempt Mittimus, issued March 24, 1969. Filed March 26, 1969	48a-51a
L. Order For Payment and Discharge, March 25, 1969	52a-53a
M. Decree Re: Supplemental Attorneys Fees, April 28, 1969	54a-58a
N. Order For Citation and Rule To Show Cause, entered April 28, 1969, Filed April 30, 1969	59a-60a
O. Order Regulating Pleadings, entered April 28, 1969, Filed April 30, 1969	61a
P. Decree For Divorce, June 13, 1966	62a-64a
Q. Stipulation, August 15, 1966	65a-68a
R. Decree of August 31, 1966	69a-75a.
S. Order, September 15, 1966	76a-77a

APPENDIX J

UNITED STATES OF AMERICA

State of Illinois
Supreme Court—ss.

At a Term of the Supreme Court, begun and held in Springfield, on Monday, the eleventh day of May in the year of our Lord, one thousand nine hundred and seventy, within and for the State of Illinois.

Present: Robert C. Underwood, Chief Justice
Justice Walter V. Schaefer — Justice Thomas E. Kluczynski
Justice Daniel P. Ward — Justice John T. Culbertson, Jr.
Justice Caswell J. Crebs — Justice Marvin F. Burt
William J. Scott, Attorney General
Robert G. Miley, Marshal
Attest: Justin Taft, Clerk

BE IT REMEMBERED, that, to-wit: on the 25th day of June, A. D. 1970, the same being one of the days of the term of Court aforesaid, the following proceedings were, by said Court, had and entered of record, to-wit:

[Nos. 42321, 42415, 42416 Cons.]

BETTY DOLAR KAZUBOWSKI,
Appellee

vs.

EDWARD J. KAZUBOWSKI,
Appellant

Appeal from
Circuit Court
Henry County
No. 65-D-1240

And now, on this day, the Court having duly considered the petition for rehearing filed herein, and being now fully advised of and concerning the premises;

IT IS HEREBY ORDERED that said petition for rehearing be, and the same is, denied.

APPENDIX K

State Of Illinois
County Of Henry

IN THE CIRCUIT COURT OF HENRY COUNTY, ILLINOIS — 14TH JUDICIAL CIRCUIT
GENERAL DIVISION

BETTY DOLAR KAZUBOWSKI,
Plaintiff and
Counterdefendant,

vs. No. 65 D 1240,

EDWARD J. KAZUBOWSKI,
Defendant and
Counterclaimant.

CONTEMPT MITTIMUS
(Filed March 26, 1969)

The People of the State of Illinois, To the Sheriff of Henry County, Greeting:

Whereas on the 15th day of September, 1966 by a certain Order made in the Circuit Court of Henry County, State of Illinois, by the Hon. Dan H. McNeal, one of the judges of said court in a certain cause for divorce then pending in said court wherein Betty Dolar Kazubowski was plaintiff and Edward J. Kazubowski is defendant, it was ordered that Edward J. Kazubowski be committed to the common jail of Henry County, Illinois for a period not to exceed six (6) months, there to remain, charged with the contempt, mentioned in such order until payment of the sum of $4,900 alimony and $500 attorneys fees then found due to the plaintiff from the defendant,

or until released by due process of law, and that a warrant for that purpose issue.

Now We Command You, that you take the body of the said Edward J. Kazubowski and him closely and safely keep in your custody in the common jail of Henry County for a period not to exceed six (6) months until he shall have paid in full said sum of $5,400 or until released by due process of law; and you are to return this writ forthwith to this court with an endorsement thereon showing in what manner you shall have executed the same.

Witness, Dean Leander, Clerk of said court and the seal thereof, at Cambridge, in said county, this 24th day of March, 1969.

/s/ Dean Leander
Clerk,

(Seal)

State of Illinois
County of Henry—ss

I have duly served the within by delivering a true copy thereof personally to the within named defendant, EDWARD J. KAZUBOWSKI, and by taking the within named defendant, EDWARD J. KAZUBOWSKI into custody from 133 East Division St., Kewanee, Illinois and delivering said defendant to the Henry County Jail as I am herein commanded this 24th day of March, 1969 at 12:06 P.M.

/s/ Harold T. Johnson
Sheriff of Henry County

Sheriff's Fees

Service—	$ 4.00
Mileage—	6.40
Return—	3.00
	$13.40

State of Illinois
County of Henry—ss

Returning this Mittimus this 25th day of March, 1969 as per instructions of the court stated on the attached Order for Payment and Discharge. Edward J. Kazubowski released from custody at the Henry County Jail this 25th day of March, 1969 at 4:06 P.M.

Harold T. Johnson
Sheriff of Henry County

IN THE CIRCUIT COURT OF HENRY COUNTY, ILLINOIS — 14TH JUDICIAL CIRCUIT
GENERAL DIVISION

BETTY DOLAR KAZUBOWSKI,
Plaintiff,
vs. No. 65 D 1240
EDWARD J. KAZUBOWSKI,
Defendant.

ORDER FOR PAYMENT and DISCHARGE
(Filed March 26, 1969)

THE COURT FINDS the following sums due and paid in open Court in satisfaction of the following items due from Defendant under prior orders of this Court.

1—Five thousand dollars ($5,000.00) for initial payment due instanter by order of September 15, 1966.

2—The sum of two hundred eighty eight dollars ($288.00) as full satisfaction of attorneys' fees granted in said order, minus the sum of one hundred dollars ($100.00), which heretofore was paid on temporary alimony, making a net pay-

ment of one hundred eighty eight dollars ($188.00) as agreed on this date.

3—Three thousand eight hundred seventy five dollars ($3,875.00) installment due September 1, 1967, under said decree of Court, dated August 31, 1966.

4—Three thousand eight hundred seventy five dollars ($3,875.00) due September 1, 1968, under said decree of August 31, 1966.

5—The sum of six hundred seventy five dollars ($675.00) as interest on items No. 1 and No. 2 hereof.

6—The sum of two hundred ninety dollars ($290.00) as interest payable on No. 3 herein above.

7—The sum of ninety seven dollars ($97.00) as interest payable on No. 4 herein above.

IT IS FURTHER ORDERED that upon payment of said total sum of fourteen thousand dollars ($14,000.00) made up of the heretofore set forth items, Defendant is purged of the Contempt Citation of September 15, 1966, for which he is now incarcerated and Defendant is ordered released from such incarceration.

IT IS FURTHER ORDERED that all the foregoing payments constitute complete payments now due under the former decree of this Court of August 31, 1966, and the order of this Court of September 15, 1966.

/s/ John J. Poole
Judge

Dated: March 25, 1969.

APPENDIX L

IN THE CIRCUIT COURT OF HENRY COUNTY, ILLINOIS — 14TH JUDICIAL CIRCUIT GENERAL DIVISION

BETTY DOLAR KAZUBOWSKI,
Plaintiff,

vs. No. 65 D 1240

EDWARD J. KAZUBOWSKI,
Defendant.

ORDER FOR PAYMENT and DISCHARGE
(Filed March 25, 1969)

THE COURT FINDS the following sums due and paid in open Court in satisfaction of the following items due from Defendant under prior orders of this Court:

1—Five thousand dollars ($5,000.00) for initial payment due instanter by order of September 15, 1966.

2—The sum of two hundred eighty eight dollars ($288.00) as full satisfaction of attorneys' fees granted in said order, minus the sum of one hundred dollars ($100.00), which heretofore was paid on temporary alimony, making a net payment of one hundred eighty eight dollars ($188.00) as agreed on this date.

3—Three thousand eight hundred seventy five dollars ($3,875.00) installment due September 1, 1967, under said decree of Court, dated August 31, 1966.

4—Three thousand eight hundred seventy five dollars ($3,875.00) due September 1, 1968, under said decree of August 31, 1966.

5—The sum of six hundred seventy five dollars ($675.00) as interest on items No. 1 and No. 2 hereof.

6—The sum of two hundred ninety dollars ($290.00) as interest payable on No. 3 herein above.

7—The sum of ninety seven dollars ($97.00) as interest payable on No. 4 herein above.

IT IS FURTHER ORDERED that upon payment of said total sum of fourteen thousand dollars ($14,000.00) made up of the heretofore set forth items, Defendant is purged of the Contempt Citation of September 15, 1966, for which he is now incarcerated and Defendant is ordered released from such incarceration.

IT IS FURTHER ORDERED that all the foregoing payments constitute complete payments now due under the former decree of this Court of August 31, 1966, and the order of this Court of September 15, 1966.

/s/ John J. Poole
Judge

Dated: March 25, 1969.

APPENDIX M

IN THE CIRCUIT COURT OF HENRY COUNTY,
ILLINOIS — 14TH JUDICIAL CIRCUIT
GENERAL DIVISION

BETTY DOLAR KAZUBOWSKI,
Plaintiff-Appellee

vs. No. 65 D 1240

EDWARD J. KAZUBOWSKI,
Defendant-Appellant

DECREE RE:

SUPPLEMENTAL ATTORNEYS FEES
(Filed April 28, 1969)

Now this cause comes on for hearing upon the supplemental petition for the allowance of attorneys fees to plaintiff for Andrews & Andrews and Gregg A. Young, attorneys for the plaintiff, filed in this cause on March 19, 1969, and the plaintiff Betty Dolar Kazubowski, appears herein by Andrews & Andrews and by Gregg A. Young, her attorneys, and said defendant, Edward J. Kazubowski, appears herein by Anna Kazubowski Phelps, his attorney.

And the court hears the evidence of witnesses sworn and examined in open court offered on behalf of the plaintiff, Betty Dolar Kazubowski, and the said defendant is requested to cross examine said witnesses and is requested to present such evidence as said defendant sees fit to present but said defendant relies upon her objection by making a purported objection that the

defendant enters his special and limited appearance to object solely to the jurisdiction of the court, and after hearing on said objection and the court being fully advised in the premises,

IT IS ORDERED that all objections to the jurisdiction of the court over the defendant Edward J. Kazubowski be and they are hereby overruled.

And the court finds that the court has jurisdiction of the subject matter and of the parties hereto and that they are in court pursuant to proper notice and that the court has offered both the plaintiff and the defendant an opportunity to testify and produce evidence and that the defendant declined to do so and objects to the jurisdiction of the court and the court now hears the arguments of counsel for the respective parties and finds that it is proper upon the supplemental petition herein to hear evidence concerning the matter of attorneys fees in defense of an appeal by the defendant-appellant, Edward J. Kazubowski, and finds that the said defendant-appellant, Edward J. Kazubowski, has in this case appealed to the Appellate Court of the Third District of the State of Illinois and thereafter to the Supreme Court of the State of Illinois in two separate phases of said suit and thereafter to the Supreme Court of the United States and finds that in all of said courts defendant-appellant, Edward J. Kazubowski, was ruled to be not entitled to relief and the conduct and proceedings in the Circuit Court of Henry County were affirmed and approved.

And the court being now fully advised in the premises finds that the proceeding herein defending the appeals of the defendant-appellant, Edward J. Kazubowski,

were necessary and were done properly and successfully and that the services of said Andrews & Andrews in all of said courts including the Appellate Court of the Third District, the Supreme Court of the State of Illinois and the United States Supreme Court and in the United Sates District Court in Springfield, Illinois required 111.5 hours of work in preparing appeals, research, writing briefs and otherwise computed as follows:

1. Appellate Court		
	42.2 hours @ 40. per hour	$1,688.00
2. Illinois Supreme Court		
	32.5 hours @ 40. per hour	1,300.00
3. United States Supreme Court		
	20.5 hours @ 50. per hour	1,025.00
4. Trial Court		
	16.3 hours @ 30. per hour	489.00
5. Services in Kazubowski v. McNeal, et al. in the United States District Court at Peoria, including five hours study at $30 per hour, $1500.00, one day of preparation in Chicago, Illinois, and three days attending hearings in Springfield at $250 per day $1,000.00		1,150.00
	TOTAL	$5,652.00

and that the total value of said services is $5,652.00.

It is further ordered that the services of Gregg A. Young for Betty Dolar Kazubowski in defense of the appeals in the above cause consisted of services in the Appellate Court of Illinois, in the Illinois Supreme Court and in the United States Supreme Court and in the United States Federal District Court and that all of said services were necessary and required for the proper defense of Betty Dolar Kazubowski on the appeals taken

by Edward J. Kazubowski and that in pursuit of that matter the said Gregg A. Young was engaged 181 hours at the rate of $25 per hour and that the sum so due and payable to the said Betty Dolar Kazubowski for paying attorneys fees to Gregg A. Young is the sum of $4,525 and that his services in the Federal District Court consumed four days of court attendance and research and consultation with lawyers in the matter in Chicago, Illinois and that his services in connection with the Federal case are of the value of $800, making a total due of $5,325 minus the $1,750 heretofore allowed on September 23, 1966 as attorneys fees but not yet paid.

And it is further ordered that said plaintiff-appellee, Betty Dolar Kazubowski, has expended the sum of $270.99 for printing of briefs thereof in connection with the case in the above appeal courts and that said sum is due to her.

And the court now finds that the said Harper Andrews and the said Gregg A. Young both testify of their experience of upwards of 40 years in the practice of law and of their acquaintance with cases of this general kind and character and of their knowledge of the usual, customary and reasonable fees for service in the appellate courts and that there was offered in evidence the manual of fees and charges reasonably made, published by Illinois State Bar Association, which said manual of fees and charges are those customarily and usually used by members of the Bar of Henry County, Illinois and the court finds that said fees of Andrews & Andrews and Gregg A. Young as testified to conform to the schedule of fees adopted by the Henry County Bar Association and are the usual and customary fees and that the same should be paid.

IT IS THEREFORE ORDERED that there be allowed to the plaintiff for Andrews & Andrews the sum of $5,652 as and for attorneys fees herein and that there be allowed to the plaintiff as and for attorneys fees for Gregg A. Young the sum of $5,325, minus the $1,750 heretofore allowed on September 23, 1966 as attorneys fees but not yet paid.

That there should be allowed to the plaintiff herein the sum of $270.99 for printing expenses and costs in connection with the appeals herein.

It is further ordered, adjudged and decreed that said attorneys fees found to be due to the plaintiff for her respective lawyers and for printing costs and expenses be due and payable within 10 days from the date hereof.

It is further ordered that this court retain jurisdiction of this cause for the purpose of allowance and granting further sums and expenses herein in the event of further litigation in this cause or in connection with this cause.

Dated April 28, 1969.

/s/ Paul E. Rink
Judge

APPENDIX N

IN THE CIRCUIT COURT OF HENRY COUNTY, ILLINOIS — 14TH JUDICIAL CIRCUIT
GENERAL DIVISION

BETTY DOLAR KAZUBOWSKI,
Plaintiff

vs. No. 65 D 1240

EDWARD J. KAZUBOWSKI,
Defendant

ORDER FOR CITATION AND RULE TO SHOW CAUSE

(Filed April 30, 1969)

Now this cause comes on for hearing upon the petition of the plaintiff Betty Dolar Kazubowski that a citation issue herein upon the defendant Edward J. Kazubowski and said Edward J. Kazubowski having herein filed his special and limited appearance by his counsel to said petition, and the court having heard the arguments of counsel and being fully advised in the premises finds that the defendant Edward J. Kazubowski has wholly failed and neglected to comply with the provisions of the decree entered herein on September 23, 1966 requiring him to pay equitable alimony at the rate of $70 per week from September 23, 1966 henceforth, and the court overrules the special and limited appearance and considers that it is a full and general appearance.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said Edward J. Kazubowski, defendant, be and appear before this Court at the hour of 10:00 A.M. in the forenoon on the second day of May, 1969 and that he then and there show cause, if any he has, why he should not be adjudged guilty of and punished for contempt by this court by reason of his failure to pay to this plaintiff the sum of $8,820 for equitable alimony herein as required of him by the decree of September 23, 1966.

Dated this 28th day of April, 1969.

/s/ Paul E. Rink
Judge

APPENDIX O

IN THE CIRCUIT COURT OF HENRY COUNTY, ILLINOIS — 14TH JUDICIAL CIRCUIT
GENERAL DIVISION

BETTY DOLAR KAZUBOWSKI,
Plaintiff

vs. No. 65 D 1240

EDWARD J. KAZUBOWSKI,
Defendant

ORDER REGULATING PLEADINGS
(Filed April 30, 1969)

Now come the parties, Betty Dolar Kazubowski by Andrews & Andrews and Gregg A. Young, her attorneys, and Edward J. Kazubowski, defendant herein, by Anna Kazubowski Phelps, his attorney, and now the court on its own motion examines the court file in this case and finds that the pleadings filed by Edward J. Kazubowski and his attorney and not yet heard by the court are voluminous, improper and vexatious, and the court having examined the files in said cause finds that no pleadings should be filed in this cause by the Clerk of this Court except in connection with any appeal now or hereafter pending, and

IT IS ORDERED that Dean Leander, Clerk of this Court do not file any documents or papers or pleadings of the defendant, Edward J. Kazubowski, further offered for filing except those pleadings and documents in connection with a present pending appeal or any appeal hereafter instituted.

Dated this 28th day of April, 1969.

/s/ Paul E. Rink
Judge

APPENDIX P

State of Illinois
County of Henry—ss

IN THE CIRCUIT COURT OF HENRY COUNTY.
ILLINOIS — 14TH JUDICIAL DISTRICT
GENERAL DIVISION

BETTY DOLAR KAZUBOWSKI,
Plaintiff and
Counterdefendant

vs. No. 65 D 1240

EDWARD J. KAZUBOWSKI,
Defendant and
Counterclaimant

DECREE
(Filed June 13, 1966)

Now this cause comes on for hearing upon the complaint of the plaintiff and the answer of the defendant thereto and upon the counterclaim of the defendant and the answer to said counterclaim of the plaintiff and also upon the demand of the defendant for a jury trial in this cause and said cause is submitted upon the evidence and instructions of the Court to the jury; and upon the deliberation of the jury a verdict is returned herein by the jury into open court and the said jury finds the issues on the complaint of the plaintiff for the plaintiff and against the defendant; and finds the issues upon the counterclaim of the defendant against the said defendant and counterclaimant.

1. And the Court finds in response and in conformity to the verdict herein that the defendant has been guilty of extreme and repeated cruelty as set forth in the statute of the State of Illinois and that the plaintiff is entitled to a divorce:

2. And the Court further finds that it has jurisdiction of the parties hereto and the subject matter hereof:

3. And the Court further finds that the plaintiff is and since prior to the filing of said complaint has been an actual resident of Henry County and has been a resident of the State of Illinois for over one (1) whole year next before the filing of the complaint.

4. That the parties hereto were lawfully joined in marriage on August 10, 1957 at Kewanee, Illinois.

5. That no children were born of the marriage and none were adopted by the said parties, and

6. The Court further finds that in the matter touching upon the divorce of the parties, heretofore determined by a jury trial, that there is no reason for delaying enforcement or appeal of this portion of said order.

On motion of the attorney for the plaintiff it is therefore Ordered, Adjudged and Decreed and this Court by virtue of the power and authority therein vested, and the statute in such case made and provided doth Order, Adjudge and Decree that the bonds of matrimony heretofore existing between the plaintiff, Betty Dolar Kazubowski and the defendant, Edward John Kazubowski, be and the same are hereby dissolved and said parties are hereby divorced.

It is further Ordered, Adjudged and Decreed that the plaintiff, Betty Dolar Kazubowski, resume her maiden name of Betty Dolar, and

It is further Ordered, Adjudged and Decreed that the order for temporary alimony heretofore entered in this cause on December 15, 1965 stand and continue in force until the further order of this Court.

And this cause is hereby continued for further determination of the matter of partition, permanent alimony, allowance of attorney's fees and for such further matters as may be properly and lawfully considered to terminate this cause.

Dated this 13th day of June, A.D. 1966.

/s/ Dan H. McNeal
Judge of the Circuit Court of
Henry County

APPENDIX Q

STATE OF ILLINOIS)
) SS.
COUNTY OF HENRY)

IN THE CIRCUIT COURT THEREOF
GENERAL DIVISION

BETTY DOLAR KAZUBOWSKI,
PLAINTIFF AND COUNTERDEFENDANT,
VS.
EDWARD J. KAZUBOWSKI;
DEFENDANT AND COUNTERPLAINTIFF.

NO. 65-D-1240

STIPULATION

It is stipulated and agreed by and between the parties hereto as follows:

1. That the defendant and counterplaintiff shall pay to the plaintiff and counterdefendant the total amount of $20,500.00 less the amount, if any, which said defendant and counterplaintiff has paid to said plaintiff and counterdefendant as temporary alimony since July 25, 1966. The defendant and counterplaintiff shall also deliver to the plaintiff and counterdefendant as her sole property 50 shares of common stock of the Illinois Power Company, a corporation, and 20 shares of common stock of General Telephone Company, a corporation, and the securities owned by the parties hereto in Blackhawk, Inc., a corporation. That it is agreed that said common stock and securities at the time of making of this agreement between the parties has a value of $3,570.00. That said sum of $20,500.00 is to be paid as follows: $5,000.00 cash on or before September 1, 1966, provided that said $5,000.00 shall be reduced by the amount of $100.00 paid as temporary alimony since July 25, 1966. The balance remaining or $15,500.00 shall be paid in four equal installments each in the amount

PERONA AND PERONA
Attorneys for Defendant
and Counterplaintiff
222 E. St. Paul Street
Spring Valley, Illinois
Telephone 663-5811

Filed August 15, 1966
DEAN LEMMER, CLERK PRO-TEM
By Irene Pickens Deputy

of $3,875.00 payable the first day of September in 1967, 1968, 1969 and 1970. Said payments of $3,875.00 shall bear no interest and shall be evidenced by trust deed notes payable to the plaintiff and counterdefendant and secured by a trust deed to Louis J. Perona, Trustee, on the real estate now owned by the parties located in Kewanee, Illinois, which shall constitute a second lien ~~mortgage~~.

2. That on or before September 1, 1966, the plaintiff and counterdefendant shall deliver to the defendant and counterplaintiff all of the gold coins which were owned by the parties, the gold for dental bridge work which was removed by the plaintiff and counterdefendant from the dental office of the defendant and counterplaintiff and the travel alarm clock owned by the defendant all of which items shall thereafter be the sole property of the defendant and counterplaintiff.

3. That on or before September 1, 1966, the plaintiff and counterdefendant shall cause to be picked up from the home of the parties in Kewanee, Illinois, the following items of personal property which thereafter shall be solely owned by her but she shall not enter said home: twin beds, mattresses and springs, bed side table and mirror and chair, which are part of the same bedroom set and the vanity dresser which in appearance is similar to a kneehole desk; all hand painted dishes and hand painted mug; silver plated butter dish and coffee pot and the silver items which are included in a suitcase in the basement of the home; cut glass vase and relish dish and cut glass items in boxes in basement of said home;

brown coffee pot, teflon fry pan and aluminum roaster; one blue and white table cloth with six matching napkins; knife sharpener and hand mixer and one of the electric fry pans; book called "Lincoln's Library Essential Information"; cookbooks and recipes; catholic medal located in the automobile.

4. That the plaintiff and counterdefendant shall execute and deliver to the defendant and counterplaintiff a quit claim deed conveying all of her interest in the real estate jointly owned by the parties hereto and shall execute an assignment of the automobile title for the automobile in the possession of the defendant and counterplaintiff if her name is included on the title to said automobile. That all other items of personal property not mentioned herein including said automobile and including all personal property located in the home and place of business of the defendant and counterplaintiff located in Kewanee, Illinois, shall be and remain the sole property of the defendant and counterplaintiff. That all bank accounts, savings and loan accounts, and all monies of any kind and insurance policies owned by the parties shall be and remain the sole property of the defendant and counterplaintiff and the plaintiff and counterdefendant shall execute any documents necessary to convey and assign to said defendant and counterplaintiff any interest which she may have in any of said items.

5. Five Thousand Dollars of the total amount agreed to be paid to the plaintiff and counterdefendant shall constitute periodic payments of alimony and shall be in lieu of and in full satisfaction of all rights to alimony which the plaintiff and counterdefendant may have.

Said $5,000.00 of alimony shall be paid in periodic payments of $1,250.00 on September 1st of 1967, 1968, 1969 and 1970 and shall be included within the total payment of $3,875.00 to be made on said dates as provided for herein. Said alimony payments shall be conditioned so that any future alimony payments will be terminated in the event of the death or remarriage of the plaintiff and counterdefendant. The trust deed notes evidencing said payments of $3,875.00 shall contain therein a statement that $1,250.00 of said sum shall not be payable in the event of the death or remarriage of the plaintiff and counterdefendant prior to the due date thereof. That following the exchanges of property provided for herein, the plaintiff and counterdefendant shall have no right or interest of any kind either in dower, homestead or of any other kind in the property of the defendant and counterplaintiff and the defendant and counterplaintiff shall have no similar interest in the property of the plaintiff and counterdefendant.

8. That each of the parties hereto shall pay his or her own attorney fees. That the plaintiff and counterdefendant shall pay and be solely responsible for all debts and obligations incurred by her since November 20, 1965 and the defendant and counterplaintiff shall have no liability for same. That the defendant and counterplaintiff shall be solely responsible for the debts and obligations incurred by him since November 20, 1965, and the plaintiff and counterdefendant shall have no liability for same. That the unpaid court costs in this proceeding shall be paid by the defendant and counterplaintiff.

Attorney for Plaintiff and Counterdefendant

Attorneys for Defendant and Counterplaintiff

APPENDIX R

State Of Illinois
County Of Henry—ss

IN THE CIRCUIT COURT OF HENRY COUNTY, ILLINOIS — 14TH JUDICIAL DISTRICT GENERAL DIVISION

BETTY DOLAR KAZUBOWSKI,
Plaintiff,

vs. No. 65 D 1240

EDWARD J. KAZUBOWSKI,
Defendant.

DECREE
(Filed August 31, 1966)

Now this cause comes on to be heard on the amended complaint of the plaintiff and the answer thereto of the defendant and upon the stipulation entered in this cause on August 15, 1966 and upon the motion to amend and modify the stipulation, and the plaintiff being personally present in open court and by her attorney, Gregg A. Young, and the defendant being personally present in open court and by his attorneys, Perona and Perona, and the court having heard the evidence and arguments of counsel and the stipulation executed by the respective attorneys filed herein, and being fully advised in the premises finds that it has jurisdiction of the parties hereto and of the subject matter in this cause and finds that previous hereto a decree of divorce was entered in this cause whereby the plaintiff was granted a divorce from the defendant as provided by law:

And now the court considers said stipulation filed in this cause on August 15, 1966 in words and figures as follows:

"It is stipulated and agreed by and between the parties hereto as follows:

1. That the defendant and counterplaintiff shall pay to the plaintiff and counterdefendant the total amount of $20,500.00 less the amount, if any, which said defendant and counterplaintiff has paid to said plaintiff and counterdefendant as temporary alimony since July 25, 1966. The defendant and counterplaintiff shall also deliver to the plaintiff and counterdefendant as her sole property 50 shares of common stock of the Illinois Power Company, a corporation, and 20 shares of common stock of General Telephone Company, a corporation, and the securities owned by the parties hereto in Blackhawk, Inc., a corporation. That it is agreed that said common stock and securities at the time of making of this agreement between the parties has a value of $3,570.00. That said sum of $20,500.00 is to be paid as follows: $5,000.00 cash on or before September 1, 1966, provided that said $5,000.00 shall be reduced by the amount of $100.00 paid as temporary alimony since July 25, 1966. The balance remaining or $15,500.00 shall be paid in four equal installments each in the amount of $3,875.00 payable the first day of September in 1967, 1968, 1969 and 1970. Said payments of $3,875.00 shall bear no interest and shall be evidenced by trust deed notes payable to the plaintiff and counterdefendant and secured by a trust deed to Louis J. Perona, Trustee, on the real estate now owned by the parties located in Kewanee, Illinois, which shall constitute a second lien.

2. That on or before September 1, 1966, the plaintiff and counterdefendant shall deliver to the de-

fendant and counterplaintiff all of the gold coins which were owned by the parties, the gold for dental bridge work which was removed by the plaintiff and counterdefendant from the dental office of the defendant and counterplaintiff and the travel alarm clock owned by the defendant all of which items shall thereafter be the sole property of the defendant and counterplaintiff.

3. That on or before September 1, 1966, the plaintiff and counterdefendant shall cause to be picked up from the home of the parties in Kewanee, Illinois, the following items of peronal property which thereafter shall be solely owned by her but she shall not enter said home: twin beds, mattresses and springs, bed side table and mirror and chair, which are part of the same bedroom set and the vanity dresser which in appearance is similar to a knee-hole desk; all hand painted dishes and hand painted mug; silver plated butter dish and coffee pot and the silver items which are included in a suitcase in the basement of the home; cut glass vase and relish dish and cut glass items in boxes in basement of said home; brown coffee pot, teflon fry pan and aluminum roaster; one blue and white table cloth with six matching napkins; knife sharpener and hand mixer and one of the electric fry pans; book called "Lincoln's Library Essential Information"; cookbooks and recipes; catholic medal located in the automobile.

4. That the plaintiff and counterdefendant shall execute and deliver to the defendant and counterplaintiff a quitclaim deed conveying all of her interest in the real estate jointly owned by the parties hereto and shall execute an assignment of the automobile title for the automobile in the possession of the defendant and counterplaintiff if her name is included on the title to said automobile. That all other items of personal property not mentioned herein in-

cluding said automobile and including all personal property located in the home and place of business of the defendant and counterplaintiff located in Kewanee, Illinois, shall be and remain the sole property of the defendant and counterplaintiff. That all bank accounts, savings and loan accounts, and all monies of any kind and insurance policies owned by the parties shall be and remain the sole property of the defendant and counterplaintiff and the plaintiff and counterdefendant shall execute any documents necessary to convey and assign to said defendant and counterplaintiff any interest which she may have in any of said items.

5. Five Thousand Dollars of the total amount agreed to be paid to the plaintiff and counterdefendant shall constitute periodic payments of alimony and shall be in lieu of and in full satisfaction of all rights to alimony which the plaintiff and counterdefendant may have. Said $5,000.00 of alimony shall be paid in periodic payments of $1,250.00 on September 1st of 1967, 1968, 1969 and 1970 and shall be included within the total payment of $3,875.00 to be made on said dates as provided for herein. Said alimony payments shall be conditioned so that any future alimony payments will be terminated in the event of the death or remarriage of the plaintiff and counterdefendant. The trust deed notes evidencing said payments of $3,875.00 shall contain therein a statement that $1,250.00 of said sum shall not be payable in the event of the death or remarriage of the plaintiff and counterdefendant prior to the due date thereof. That following the exchanges of property provided for herein, the plaintiff and counterdefendant shall have no right or interest of any kind either in dower, homestead or of any other kind in the property of the defendant and counterplaintiff and the defendant and counterplaintiff shall have no

similar interest in the property of the plaintiff and counterdefendant.

6. That each of the parties hereto shall pay his or her own attorney fees. That the plaintiff and counterdefendant shall pay and be solely responsible for all debts and obligations incurred by her since November 20, 1965 and the defendant and counterplaintiff shall have no liability for same. That the defendant and counterplaintiff shall be solely responsible for the debts and obligations incurred by him since November 20, 1965, and the plaintiff and counterdefendant shall have no liability for same. That the unpaid court costs in this proceeding shall be paid by the defendant and counterplaintiff.

And now the court examines said stipulation and finds that by inadvertence, the stipulation included only the hand painted dishes, but that the letter of July 27, 1966 from Perona and Perona addressed to Gregg A. Young, attorney for plaintiff states that, "She may have all of the dishes which she owned including all of the hand painted dishes," and that said provision should be included in said stipulation;

And the court also finds that the motion of the defendant, Edward J. Kazubowski, to modify the stipulation should be and the same is hereby denied, and on consideration thereof, the stipulation of August 15, 1966 should be and the same is hereby approved and confirmed.

It is hereby ordered, adjudged and decreed that the terms thereof be carried out by the respective parties except,

It is ordered, adjudged and decreed that in the event that defendant, Edward J. Kazubowski, is unable to give to said plaintiff the security of a second lien upon the premises described as:

Lot Number Three of Houle's Subdivision of Lot Number Seven of the Town of Wethersfield according to the Colony Plat thereof in the City of Kewanee, County of Henry and State of Illinois;

because of the intervention of a judgment of one Mary Kazubowski against said Edward J. Kazubowski or for any other reason then:

It is ordered, adjudged and decreed that the plaintiff, Betty Dolar Kazubowski, shall have and retain title to the above described premises and all her interest therein to have and to hold as security only for the payment and to secure the payment of the sum or sums of money due under the terms of said stipulation, and upon full compliance with the payment of the sums of money stipulated to be paid, that then said Betty Dolar Kazubowski, the plaintiff, shall convey said premises by quitclaim deed to the defendant, and

It is further ordered, adjudged and decreed that except as herein set forth in the matter of the dishes owned by said plaintiff and in the matter of the security arrangements provided in the stipulation, the said stipulation is hereby adopted and confirmed as a decree of this court to be carried out by the parties in precise accordance with the terms thereof; and the court determines that Perona and Perona, attorneys for the defendant, and Gregg A. Young, attorney for the plaintiff, were and are authorized to enter into said stipulation in open court, and said stipulation so entered into in open court is hereby fully approved, and

It is further ordered, adjudged and decreed that the defendant, Edward J. Kazubowski, shall pay to the plaintiff, Betty Dolar Kazubowski, the sum of $5,000.00 on or before the date of September 1, 1966 in cash.

It is further ordered, adjudged and decreed that the defendant shall pay to the plaintiff the total sum of $5,000.00 in full discharge and settlement of all of the rights of the plaintiff to alimony which payments shall be made periodically as follows: $1,250.00 on September 1, 1967 and a similar sum on September 1st of the years 1968, 1969 and 1970, provided that all of said payments of alimony be terminated and cancelled in the event of the death or remarriage of the plaintiff prior to the due date of any such payment. That except as provided herein, the plaintiff is permanently barred from any and all additional rights to alimony.

It is further ordered, adjudged and decreed that each of the parties are hereby barred from any rights of dower, homestead or of any other kind in the property of the other, except the property herein held by the plaintiff as security for the payment of the sum or sums of money provided in said stipulation and determines that the property settlement embodied in said stipulation herein is hereby approved.

It is further ordered, adjudged and decreed that each of the parties shall pay his own attorneys fees and that the defendant shall pay the unpaid court costs in this proceeding, and

It is further ordered, adjudged and decreed that the plaintiff shall pay the expenses incurred by her since November 20, 1965, and that the defendant shall have no liability for same, and the defendant shall pay the expenses incurred by him since said date, and plaintiff shall have no liability for same.

Dated this 31st day of August, A.D., 1966.

/s/ Dan H. McNeal
Judge

APPENDIX S

BOOK 56 PAGE 567

State of Illinois }
County of Henry } In the Circuit Court
General Division

Billy Dolar Kazubowski
Plaintiff

v.

No 65 D 1770

Order

Edward J Kazubowski
Defendant.

Now this above cause comes on for hearing upon the amended objections to the decree of August 31, 1966 and upon the petition for citations filed herein and the plaintiff appears in person and by her attorney, and defendant appears by Anna A Phelps, his attorney and the Court finds it has jurisdiction of the subject matter and the parties hereto and hears the testimony of witnesses sworn to and examined in open court and the arguments of counsel for the respective parties and due consideration thereof;

It is ordered, adjudged and decreed that the amended objections to the decree of August 31, 1966 be and they are overruled; and

It is ordered that the petition for citation be allowed after hearing on the petition and answer;

Filed this 15 day of Dec 1966
DAN KANIPER, CLERK
By Jean Jackson Deputy

BOOK 56 PAGE 568

And the court finds the defendant in contempt for wilful failure to pay $4900 on September 1, 1966, and the court allows the sum of $500.00 for his attorneys fees to be paid instanter def.

It is ordered that defendant Edward Kazubowski be and he is hereby in wilful contempt of this court and he is hereby committed to the County Jail of Henry County for a period of six months unless or until $5400 is paid to plaintiff or her attorney.

It is further ordered that the clerk of the Circuit Court of Henry County, Illinois issue a mittimus directing that the respondent Edward Kazubowski be taken into custody by the sheriff, and that he be and he is hereby committed to the common jail of Henry County, Illinois for a period not to exceed six months from this date, unless he shall sooner purge himself of this contempt whereof he is hereby committed, by paying to the plaintiff Betty Dolores Kazubowski or to the sheriff of Henry County, Illinois for her use the sum of $5400.00 or unless he shall sooner be discharged by due process of law.

Dated this 15th day of September, 1966

Dan H. Duncan

Judge